

Examination is filed in order to enter those claim amendments. Thus, claims 11-13, 16-18, 21-22, and 25-40 are pending in this application.

The Office withdrew claims 21-22, 25-28, and 35-40 from consideration, asserting that they are drawn to non-elected inventions. Applicants previously requested rejoinder of claims 22, 25-28, and 35-40, in accordance with 37 C.F.R. § 1.141 and M.P.E.P. § 821.04, and hereby renew that request. (See Remarks filed January 22, 2003, at page 3.)

Applicants also submit herewith an Information Disclosure Statement and a duplicate PTO form 1449 in order to have the publications submitted with the Amendment of January 22, 2003, considered.

Amendment to Claims 11, 16, 31, 34

In the Advisory Action, the Office contended that the proposed amendment of “absorb” in claim 11 and other claims to “adsorb” raised new issues under 35 U.S.C. § 112, potentially including new matter. (Advisory Action at page 2.) Applicants note that the phrase “adsorbed in a carrier” is specifically recited in the last line of page 2 of the specification. While this phrase differs slightly from that used in the amended claims, which recite “adsorbed on a carrier,” Applicants note that word-for-word support is not necessary to satisfy the written description requirement. See M.P.E.P. § 2163.02 (“The subject matter of the claim need not be described literally (i.e., using the same terms or *in haec verba*) in order for the disclosure to satisfy the description requirement”).

Moreover, one of skill in the art would understand that the change of “absorb” for “adsorb” does not change the scope or meaning of the instant claims. Applicants

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reiterate that both of these terms are interchangeably used in the art to describe the immobilization of a protein on a solid matrix, and that both terms encompass immobilization on the outer surface of a matrix as well as inside the accessible pores of that matrix. Therefore, the change of "absorb" for "adsorb" is simply a rephrasing of the original claim language that does not constitute new matter. See M.P.E.P. § 2163.07(I) ("Mere rephrasing of a passage does not constitute new matter. Accordingly, a rewording of a passage where the same meaning remains intact is permissible").

Finally, Applicants submit that this amendment was made solely to advance prosecution in this case, as the Office suggested that "adsorbed on" would be preferable terminology. (Office Action of October 22, 2002, at page 3, first line.)

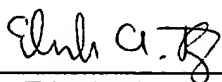
CONCLUSION

These remarks are submitted with a Request for Continued Examination and a Petition for a two-month Extension of Time, and the corresponding fees. Please grant any extensions of time required to enter this response and charge any required fees not submitted herewith to our Deposit Account No. 06-0916.

Respectfully submitted,

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Dated: March 21, 2003

By: 
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